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11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 OAKLAND DIVISION
14

15 LAURI VALJAKKA,
16 Plaintiff,
17 v.
18 NETFLIX, INC.,
19 Defendant.
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Case No. 4:22-cv-01490-JST

**DEFENDANT NETFLIX, INC.'S
OPPOSITION TO RAMEY'S MOTION
TO WITHDRAW AS COUNSEL FOR
PLAINTIFF LAURI VALJAKKA**

Date: February 29, 2024
Time: 2:00 pm
Judge: Honorable Jon S. Tigar
Courtroom: 6 – 2nd Floor

I. INTRODUCTION

Defendant Netflix, Inc. (“Netflix”) respectfully opposes Susan S.Q. Kalra and William P. Ramey III’s (“Ramey”) motion to withdraw as counsel for Plaintiff Lauri Valjakka. First, Ramey’s own client, Mr. Valjakka, also opposes Ramey’s withdrawal, and there is no dispute between attorney and client regarding unpaid fees. Second, Netflix’s outstanding CUVTA claims could directly implicate Ramey, so its withdrawal would prejudice Netflix and hinder the proper administration of justice, including reducing the potential for resolution prior to trial. Ramey’s attempt to evade liability by withdrawing as counsel is inappropriate.

II. LEGAL STANDARD

Under Civil Local Rule 11-5(b), counsel may not withdraw from an action until relieved by order of Court after written notice has been given reasonably in advance to the client and to all other parties who have appeared in the case. Civil Local Rule 11-5(b). Permission to withdraw is within the sound discretion of the trial court. *See United States v. Carter*, 560 F.3d 1107, 1113 (9th Cir. 2009). Courts in this district consider several factors when considering a motion for withdrawal, including: “(1) the reasons counsel seeks to withdraw; (2) the possible prejudice that withdrawal may cause to other litigants; (3) the harm that withdrawal might cause to the administration of justice; and (4) the extent to which withdrawal will delay resolution of the case.” *Deal v. Countrywide Home Loans*, No. C-09-01643 SBA, 2010 WL 3702459, at *3 (N.D. Cal. Sep. 15, 2010) (internal citation omitted).

III. THE COURT SHOULD DENY RAMEY’S MOTION TO WITHDRAW

A. Ramey’s own client opposes withdrawal and has not refused to pay.

Ramey claims withdrawal is necessary due to “irreconcilable differences in strategy between Ramey and Valjakka, such that it will be extremely difficult for Ramey to meaningfully represent Valjakka effectively.” ECF No. 260, at ¶ 9. Ramey does not identify the issues he has with representation of Mr. Valjakka and “has given no indication of a good faith effort to resolve the breakdown in the relationship.” *Deal*, 2010 WL 3702459, at *4 (denying withdrawal of counsel in part due to counsel’s lack of effort to repair the attorney-client relationship).

Notably, Ramey's client, Mr. Lauri Valjakka, opposes withdrawal. ECF No. 260-1, ¶ 3. Moreover, Mr. Valjakka submitted a declaration stating that AiPi and his interests are "adverse." ECF No. 251-1, ¶ 13. Thus, Ramey's withdrawal would leave Mr. Valjakka to fend for himself against two adverse companies with deep litigation experience. After representing Mr. Valjakka for nearly three years, Ramey is requesting to simply walk away from its client and leave Mr. Valjakka, an individual residing in Finland, to represent himself before a jury. Ramey has not identified any potential substitute counsel and has not given any indication that Mr. Valjakka is willing or able to proceed *pro se* if he is unable to find representation. Ramey's requested relief would likely cause a delay in the trial and any potential settlement, and compound prejudice to both Netflix and Valjakka and to the judicial goal of efficient administration of justice. *See Deal*, 2010 WL 3702459, at *4 ("[T]he harm that withdrawal might cause to the administration of justice is evident in the added cost and delay that Plaintiff would incur in finding substitute counsel.").

Ramey also requests withdrawal in part because he claims that AiPi has not paid Valjakka's legal fees. While a client's refusal to pay its counsel can be grounds for withdrawal, (*see* Cal. Rules of Pro. Conduct, Rule 3-700(C)(1)(f)), Ramey has not claimed that Mr. Valjakka (the client) refused to pay its fees. Instead, Ramey admits that AiPi is the party responsible for missed payments, so there is no conflict or adversity between attorney and client regarding fees. *See* ECF No. 260-1, at ¶ 4; *Bd. of Trs. of the Laborers Health & Welfare Tr. Fund for N. Cal. v. C&C Concrete, Inc.*, No. C 10-03344 LB, 2012 U.S. Dist. LEXIS 50922 (N.D. Cal. Apr. 10, 2012) (denying withdrawal in part for failing to support his claim that clients no longer can pay). Ramey points to no authority that supports withdrawing because a non-client refused to pay Ramey's legal bills.

B. Allowing Ramey to withdraw will prejudice Netflix and harm the proper administration of justice.

First, the acts underlying Netflix's CUVTA counterclaim implicate Ramey. *See, e.g.*, ECF Nos. 216, 255-2. Indeed, AiPi will likely argue that Ramey, not AiPi, is the initial transferee and thus strictly liable under CUVTA. *See* Lund Decl., ECF No. 233-1, ¶¶ 7-17. As such, if Ramey withdraws, Netflix may not be able to pursue its CUVTA claim against all proper persons or—if

1 the matter proceeds to settlement—it may thwart resolution because necessary people will not be
2 present.¹

3 Second, this is an exceptional case. *See* 35 U.S.C. §285. Ramey may be held liable “to
4 satisfy personally” Netflix’s excess costs and fees. 28 U.S.C. §1927; *see also Octane Fitness, LLC*
5 *v. ICON Health & Fitness, Inc.*, 572 U.S. 545, 557 (2014) (holding “[w]illful disobedience of a
6 court order” warrants a finding of exceptionality.) Just as in *EscapeX IP LLC v. Google LLC*, this
7 litigation is “an effort to force a modest settlement by pestering [Netflix] with a frivolous suit on
8 the assumption that [Netflix] will prefer to capitulate than fight back” and that Ramey has “a history
9 of bringing frivolous suits for this purpose.” *EscapeX IP LLC v. Google LLC*, No. 22-cv-08711-
10 VC, 2023 WL 5257691, at *2 (N.D. Cal. Aug. 16, 2023).

11 Alternatively, should the Court allow Ramey’s withdrawal, Netflix respectfully requests
12 that this Court maintain jurisdiction over Ramey, including for the purposes of resolving Netflix’s
13 motion for attorneys’ fees. *See Holgate v. Baldwin*, 425 F.3d 671, 677 (9th Cir. 2005); Text Order
14 Granting Agreed Motion for Clarification of the Court’s December 13, 2023 Order Granting
15 Motion to Withdraw as Attorney, *CTD Networks, LLC v. Google, LLC*, No. 6:22-cv-01042-XR
16 (W.D. Tex. Dec. 19, 2023).

17 **IV. CONCLUSION**

18 Netflix respectfully requests that the Court deny Ramey’s Motion to Withdraw as Counsel
19 for Plaintiff, Lauri Valjakka, or in the alternative, Netflix respectfully requests that this Court
20 maintain jurisdiction over Ramey for the purposes of resolving Netflix’s motion for attorneys’ fees.

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27 ¹ Substantial evidence suggests that AiPi is the CUVTA Initial Transferee, but there is a possibility
28 that Ramey was involved in this transaction. As such, Netflix may have to join Ramey as a party
under Rule 19.

1 Dated: January 30, 2024

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3 By: /s/ *Elise Edlin*

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